

ORIGINAL

CONFIDENTIAL

AGREEMENT

BETWEEN

**BOROUGH OF FRANKLIN
SUSSEX COUNTY, NEW JERSEY**

AND

THE PUBLIC WORKS EMPLOYEES

JANUARY 1, 2007 through DECEMBER 31, 2008

PREAMBLE

This Agreement entered into this _____ day of _____, 2007, for the period commencing January 1, 2007, through December 31, 2008, by and between the **BOROUGH OF FRANKLIN**, in the County of Sussex, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "**Borough**", and the **BOROUGH OF FRANKLIN PUBLIC WORKS DEPARTMENT**, hereinafter referred to as the "**Association**", the authorized and recognized bargaining unit for the nonmanagerial members of the Public Works Department of the Borough of Franklin, represents the complete and final understanding on all the bargainable issues between the Borough and the Association.

ARTICLE I **RECOGNITION**

The Borough hereby recognizes the Association as the sole and exclusive negotiation unit for all the Public Works employees of a non-managerial status in the Borough. This agreement shall govern all wages and working conditions for the members of the Borough of Franklin Public Works Department.

For purposes of "seniority" scheduling, the following list shall be utilized:

EMPLOYEE

DATE OF HIRE

General Laborers

Allen W. Space	02/10/70
Stephen Heller	04/08/85
Thomas Garrera	06/10/85
Peter Swanson	08/04/03
Eric Bodle	06/15/05
Russell Hotalen	06/15/05
Frank Sollitto	11/19/07

Mechanic/Laborer

John Rome	11/02/87
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Custodial/Laborer

Cindy Space	10/20/80
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ARTICLE II
EMPLOYEE'S RIGHTS

- A. The Association or any member shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this agreement.
- B. All grievance matters will be taken up by the Public Works Department representatives and the grievant on the member's day off unless the Borough insists that the meeting be held during the member's work day. If the meeting is scheduled for the member's work day or representative's work day, the time off will be granted at no charge to the member.
- C. Under no circumstances will member be required to undertake a polygraph test in conjunction with any aspect of employment.
- D. The employment of any member for a period of three (3) continuous years shall thereafter entitle the member to renewed employment during good behavior and efficiency, and such members shall not be dismissed or reduced in compensation except for inefficiency, incapacity or other just cause and then only upon a hearing as prescribed in "Article X" hereunder.
- E. If a member, having attained three (3) continuous years of service is thereafter promoted to another position within a department not covered by this agreement, then such member's prior employment shall not entitle him to renewed employment in the new position until the member has completed two (2) additional years employment in the new position. Nothing contained herein, however, shall operate to divest such member of any rights previously held by the member in a former position, and in the event employment in such new position is terminated the member shall be returned to the former position at the salary which the member would have been entitled had the transfer or promotion occurred together with any increase to which the member would have been entitled during the period of such transfer or promotion.

ARTICLE III
SALARIES & WAGES
PUBLIC WORKS DEPARTMENT
General Laborers/ Mechanic/Custodian

	<u>2007</u>	<u>2008</u>
Step 11	\$24.72/hr	\$25.71/hr
Step 10	\$23.29	\$24.22
Step 9	\$22.13	\$23.02
Step 8	\$21.03	\$21.87
Step 7	\$19.97	\$20.77
Step 6	\$18.97	\$19.73
Step 5	\$18.05	\$18.77
Step 4	\$17.12	\$17.80
Step 3	\$16.27	\$16.92
Step 2	\$15.45	\$16.07
Step 1	\$14.68	\$15.27
Probationary	\$14.25	\$14.82

The current employees as of the execution date of this Agreement shall be classified as Class 1 through 4 employees inclusive with the salary steps of Probationary through Step 11 as listed in the employee Classification and Salary Step Guide.

A "Probationary" employee is a Public Works laborer who is qualified to perform the minimum duties as a Public Works employee in either the Road Division and/or Sewer Division and has been employed by the borough for a period of less then one (1) year.

Employee Classification and Salary Step Guide

POSITION DESCRIPTION

Franklin Borough	Public Works Laborer	04/07
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The following description outlines the nature and complexity of essential duties performed by employees classified in the Laborer job path across multiple divisions within the Department of Public Works. The duties contained herein are not intended to be all-inclusive, but rather are a general statement of responsibilities. Listed examples of duties may reflect tasks performed more frequently in one specific DPW division, however, employees classified in the Laborer job path are expected to assist in other than their primary division and may therefore be requested to perform other tasks as assigned.

CLASS 1
LABORER
PROBATIONARY TO STEP TWO

Examples of Duties:

1. Perform routine laboring duties, alone or as part of a crew, such as: digging, raking, weeding, lifting, carrying, grass cutting, fertilizing, planting, shoveling, removing brush or trash, cleaning, sweeping, light painting or repair work, snow plowing with pickup and mason (Non CDL), and tasks of similar complexity.
2. Use hand tools (basic motorized equipment) and operate small dump trucks, riding mowers and string trimmers.
3. Maintain work area and equipment in safe and operable condition, adhering to all applicable safety and health rules and regulations: provide assistance to contractors as directed; and provide on-call emergency assistance.
4. Serve as part of a work crew in other divisions; provide support to all division maintenance activities; assist other Town departments as required; and endeavor to continuously improve the services provided to the taxpayers.
5. Provide on-call duties during snow emergencies; snow plowing and removal.
6. Perform other related duties as assigned.

Required Knowledge/Skills: (Class 1)

1. Position requires general knowledge equivalent to high school diploma.
2. "Right to Know
3. "Blood borne Pathogens"
4. Chain Saw and Chipper Safety
5. Jetter-Rodder Safety
6. Ladder Safety
7. Personal Protective Equipment
8. Confined Space Training

Required Licenses: (Class 1)

1. Valid New Jersey Driver's License; CDL within 6 months of hire (Class B with airbrake, minimum), unless specifically waived by the Superintendent of Public Works.
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CLASS 2
LABORER
STEPS THREE TO FIVE

Examples of Duties:

In addition to Laborer Class 1 duties, employees classified as Laborer Class 2 may also:

1. Perform routine laboring duties of a skilled nature; repair and resurface roads and sidewalks; repair culverts; dig and backfill trenches; provide building and grounds maintenance; and set up traffic safety patterns.
2. Operate power tools, light hydraulic and motorized equipment on a beginner to intermediate skill level; assist in installing, repairing and maintaining sewer pipes, water mains, services and hydrants; read interior and exterior water meters; and clean storm sewers, catch basins and pipes
3. Assist in seasonal responsibilities including assembling and dismantling spectator stands and related equipment; mowing, leaf and rubbish collection; tree planting; and pool, field, and ice skating rink maintenance.

Cut and remove severed tree limbs, dead branches and brush; and handle and apply concrete at a beginner skill level

Required Knowledge/Skills: (Class 2)

1. Work zone safety/flagging
2. Excavation, trenching and shoring

Required Licenses: (Class 2)

1. Valid New Jersey Driver's License, CDL, and appropriated certifications, endorsements and training.
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CLASS 3
LABORER
STEPS SIX TO EIGHT

Examples of Duties:

In addition to the basic labor and Laborer Class 1 and Laborer Class 2 duties, employees classified as Laborer Class 3 may also:

1. Operate heavy motorized and hydraulic equipment; perform routine maintenance on all equipment including heavy motorized and hydraulic equipment including the lubrication of all working parts.
2. Serve as Apprentice Crafts Worker; perform minor plumbing repairs; remove and install meters; and handle and apply concrete on an intermediated skill level.
3. May act as lead person on maintenance work team; assist outside contractors engaged in construction and repair activities as directed; and endeavor to continuously improve services to the taxpayers.
4. Prepare routine records, logs and reports; and respond to routine inquiries, requests and complaints from residents, contractors, etc.

Required Licenses: (Class 3)

1. Valid New Jersey Driver's license; CDL, and appropriate endorsements.

Required Knowledge/Skills: (Class 3)

1. Position requires general knowledge equivalent to completion of four years high school and specialized courses.
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**CLASS 4
LABORER
STEPS NINE TO ELEVEN**

Examples of Duties:

Step 9: Skilled labor/technical position

1. Operation of backhoe, loader, road mower, heavy trucks with specialized equipment.
2. Possess abilities of a skilled labor/technical nature that can benefit the operations of Roads and/or Water & Sewer Divisions on a frequent or periodic basis.
3. Some certificate courses may apply to positions of this nature; however continuing education requirements and certifications are not necessary to maintain job titles of this type. The employee would be urged to attend any related schooling that applies to the craft that they offer to the Public Works Department, but is not a condition to remain at this step. Examples include: carpentry; plumbing; electrical; welding; automotive; trucks and equipment; small engines; landscaping; building and grounds.

Step 10:

1. Possess abilities of a skilled labor or technical nature, and has completed some type of formal training or has achieved certification and/or licensing as a requirement to achieve this step. Possess a form of specialized training that directly benefits either the Roads and/or Water & Sewer Division on a routine basis. Continuation of education in the craft offered in order to remain at this step, even if done voluntarily.

Step 11:

1. Obtained formal training in a skilled labor or technical position which requires certifications and/or licensing in order to maintain that status. Required to continue education, whether mandatory or voluntary, in order to maintain the certifications, licensing and professionalism for their skilled labor/technical position. Possess specialized training as a requirement for their every day job duties and responsibilities. Examples include but not limited to:
 - a. Licensed Water & Sewer Operators*
 - b. ASE Certified Automotive/Truck Technician*
 - c. Licensed Plumber/Electrician/Welder*

* All positions require continuing education.

The Mayor and Council reserves the right to determine at the time of hire the appropriate step for which a new employee shall be hired **based upon experience and work qualifications**. Any employee shall remain in the step for which they are designated regardless of the time of the year that they are hired to, at a minimum, until the end of that calendar year.

Subsequent salary step increases shall require at a minimum a nine (9) month eligibility period between increases unless waived by the Borough Council based upon business necessity.

There is no automatic progression of an employee from any step to any higher step. Progression from one step level to the next shall be done through recommendation of the Superintendent of Public Works and/or Superintendent of Water, for endorsement by the Governing Body.

Custodian

The position of Custodian shall not exceed Step # 6 in the employee salary classification guide regardless of length of service with the Borough.

ARTICLE IV **LONGEVITY**

- A. Any employee hired after January 1, 1996, will not be entitled to any longevity benefits.
- B. Longevity for employees hired prior to January 1, 1996, shall be based upon the member's length of continuous and uninterrupted service with the Borough shall be provided annually on the following conditions for each year of this agreement.

January 1 st , after the fifth year of service	2.0%
January 1 st , after the tenth year of service	3.5%
January 1 st , after the fifteenth year of service	5.0%
January 1 st , after the twentieth year of service	6.5%
January 1 st , after the twenty-fifth year of service	8.0%

- C. Longevity shall be computed on base pay, and shall date from the member's original date of hire so the anniversary date of the member shall be operative in determining what, if any, longevity payment is to be made on the succeeding year.
- D. Longevity payments shall be made in two equal payments during the calendar year. These payments shall occur in the first pay period in June and the first pay period in December.

ARTICLE V
HOUR, OVERTIME & CALL OUT

- A. A work week shall be forty (40) hours per week, based on and approved as determined by management.
- B. Overtime will be compensated at a rate of time and one half. Overtime shall constitute any hours worked exceeding a normal 40 hour work week.
- C. When an off duty employee is called out for the purpose of general duty, the Borough agrees to pay a minimum of four (4) hours of unscheduled callout time at a rate of time and one half.
- D. In the event that an off duty employee is called out on a holiday, the call out rate shall be paid at double time and one half. The Borough agrees to pay a minimum of four (4) hours of unscheduled call out time.
- E. In the event an employee is scheduled to work on a holiday, the employee will receive compensation at the double time rate.

ARTICLE VI
MEALS & CLOTHING ALLOWANCE

- A. The Association members shall be granted a minimum of seven dollars (\$7.00) meal allowance after three (3) hours of overtime in any emergency call out, when approved by the supervisor.
- B. Each Association member shall receive a uniform allowance of six hundred dollars (\$600.00) except the Borough custodian who shall receive three hundred fifty dollars (\$350.00), with the understanding that all items shall be purchased by voucher, and shall be used for purchase of uniforms and/or safety items which have been approved by the Borough.
- C. Each association member will be required to wear a standardized uniform as prescribed by the Borough of Franklin.

ARTICLE VII
COMPENSATION DAYS

- A. **HOLIDAYS.** The Association members shall be granted **fourteen (14)** holidays, for each calendar year of this contract. The official holidays are:

New Year's Day	Independence Day	Presidential Election Day #
Martin Luther King's Day	Labor Day	
Lincoln's Birthday	Columbus Day	
President's Day	Veteran's Day	
Good Friday	Thanksgiving Day	
Easter Sunday*	Day after Thanksgiving	
Memorial Day	Christmas Day	

* Applies only for water/sewer department employees working a seven day rotating schedule that has to work Easter Sunday.

Applies once every four years.

In addition, December 24th of any calendar year shall be one half of a work day when December 24th falls on a Monday through Thursday. Employees shall receive straight time for four hours, in this instance.

- B. **PERSONAL DAYS.** Association members shall receive four (4) personal days per year to include the members birthday. Personal days shall be compensated subject to the following:

1. The compensation dates may be taken by the member the day immediately before or the day immediately following a half-day or vacation leave.
2. Notification of at least forty-eight (48) hours prior to leave must be given to the employees immediate supervisor in writing except in the case of emergency, e.g., child's birth, emergency operations, performed on a member's spouse, etc., in the event of which the notice requirement shall be waived.

- C. **SICK DAYS.** Association members shall be granted ten (10) days sick leave per year, with a limited right to accumulation of said leave of one hundred fifty (150) days with a buy back of only seventy-five (75) days providing retirement is under the statutory Public Employees Retirement System. The maximum buy back per day shall not exceed fifty dollars (\$50.00) per day and shall not exceed more than three thousand seven hundred and fifty dollars (\$3,750.00) for sick days accumulated.

- D. **BREIVEMENT LEAVE.** In the case of death of a near relative, time off up to a maximum of four (4) consecutive calendar days will be granted without loss of basic straight time wages. In any event the day following burial shall be the final day of such leave.

"Near Relative" consists of husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, or any other relative residing in the home of the employee.

In the event of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a maximum of one (1) day to attend Funeral services shall be granted without the loss of basic straight time wages.

Reasonable verification of the events may be requested by the Borough.

- E. **VACATION DAYS.** Association members shall be granted vacation with pay subject to the following conditions:

<u>Years of Service</u>	<u>Vacation Earned</u>
1 through 5 years	10 days
6 through 15 years,	15 days
16 through 25 years	20 days
over 25 years	25 days

1. Request for vacation leave must be made by the member to the member's immediate supervisor at least three (3) weeks prior to the requested leave time and approval or disapproval in writing, is to be made by the supervisor within Five (5) days of the request.
2. If an official holiday occurs during a member's authorized vacation, the member will be entitled to an additional vacation day in lieu of the holiday.
3. Vacation shall be earned during the first year of employment at the rate of one (1) vacation day per every three (3) months worked for a maximum of four (4) vacation days during the initial twelve month period.

ARTICLE VIII **INSURANCE**

- A. The Borough agrees to provide to the Association member State Health Horizon Blue Cross/Blue Shield Medical Benefits pursuant to the plan in which they are enrolled, in changing plans or carriers the Borough cannot substantially change the existing benefits received by the Association.

- B. A dental plan shall be provided to the employees. This dental plan shall provide for coverage under the State Health Horizon Dental Program, or an equivalent level of coverage under an alternate plan should the Borough find it necessary to change insurance carriers.
- C. The Borough agrees to provide a prescription plan to the Association members. Co-pays shall be mandated by the terms and conditions of the plan.
- D. The Borough shall provide disability insurance for the benefit of the Association members under the present plan providing the equivalent to sixty-six and two thirds (66 2/3%) percent of the weekly earnings of each member for a six (6) month maximum time period of coverage.
- F. The Borough shall maintain adequate and prudent insurance to claims against a member arising out of and/or within the scope of employment.
- F. The Borough shall provide safety prescription eyewear for employees who wear eyeglasses, with the understanding that the employee shall pay for the prescription, and the Borough shall provide reimbursement for the safety lens only, not to exceed \$100 per employee per calendar year, upon presentation of receipt to the Borough Clerk/Administrator.
- G. It is agreed that a committee be formed between the association and the Borough of Franklin to study the question of paid health benefits upon retirement.

ARTICLE IX **PENSIONS**

The Borough's existing Public employee's retirement plan provided by the statutes of the State of New Jersey shall remain in effect.

ARTICLE X
GRIEVANCES

- A. Whenever a member has a grievance, the member shall first present it verbally to the member's immediate supervisor. It shall be the responsibility of the immediate supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible, if the supervisor can, and the supervisor's opinion should be made within the discretion permitted to the supervisor. The immediate supervisor shall either conclude a mutually satisfactory solution of the grievance within forty-eight (48) hours of the time it was presented, or failing in that, shall within that time advise the member of the supervisor's inability to do so.

- B. When a member is informed by the immediate supervisor that the supervisor is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, the member shall, if the member wishes to present the grievance to a higher authority, do so in the following manner: The member shall prepare the grievance in writing, the grievance shall be stated as completely and as clearly as possible in order to permit prompt and effective disposition. Two (2) copies of the grievance shall be presented to the supervisor. The supervisor shall thereupon report the facts and events which led up to its presentation in writing including in the report any verbal answer the supervisor may have previously given to the member concerning this grievance. The supervisor shall within two (2) days after receipt of the written grievance present it, with such other information as may be required from the supervisor, to the Borough Administrator of the Borough of Franklin. The administrator shall review the written reports and confer with the parties involved in the grievance informally to the extent as they may deem appropriate and shall endeavor to resolve the grievance within five (5) working days, and shall notify the parties of his/her determination. If the grievance is not satisfied by said determination the administrator shall process the grievance in the following manner:

- C. Copies of the grievance report submitted by the member, the report submitted by the supervisor and the administrator's report shall be delivered to the Borough Clerk within two (2) working days after it has been determined that the grievance has not been resolved.

- D. The Borough Clerk shall distribute copies of the report to each member of the Council and the Mayor, who shall conduct a hearing to determine the matter within ten (10) working days after receipt of such grievance reports. The hearing shall be conducted in an informal manner and a record of the hearing be maintained by a tape recording at the request of the party, or the Mayor and Council. A copy of the transcript of such tape recording, shall be supplied to any grievant who is not satisfied with the decision of the Borough Council.

The grievant shall have the right to have the assistance at such hearing of an attorney or a representative of the Public Works Department. The Borough Council shall decide all grievances within thirty (30) days after conclusion of the hearing thereon.

- E. All grievances shall be brought by the grievant within thirty (30) days after the grievance arises or shall be deemed to be waived and all appeals therefrom shall be brought within ten (10) days after the decision from which appeal is sought or shall be determined to have been waived, all rights and remedies of the grievant at law or otherwise shall be preserved notwithstanding the determination of the grievance in accordance with the procedures herein provided.
- F. Since it is intended that grievances shall be settled without the necessity of a hearing before the Mayor and Council, no grievance shall be heard or considered by the Mayor and Council which has not first been processed through the steps provided above.
- G. No papers and documents relating to the grievance and its disposition shall be placed into the employee's personnel history file.

ARTICLE XI **SCHOOL REIMBURSEMENT**

Every effort will be made to assure that each member will be given an equal opportunity by management to attend any schooling related to the member's Job classification and/or recommended by management.

ARTICLE XII
EFFECTIVE DATE

The terms of this agreement shall be for a period commencing January 1, 2007, and ending December 31, 2008. However, the terms of this agreement shall remain in full effect until a new agreement is reached upon expiration of this agreement.

Attest:

Patricia Leasure 5/24/07
Patricia Leasure, Clerk

Allen W. Space
Allen W. Space

Eric Bodle
Eric Bodle

Thomas S. Garrera
Thomas Garrera

John Rome
John Rome

BOROUGH OF FRANKLIN

Douglas Kistle 5-24-07
Douglas Kistle, Mayor Date

Peter Swanson
Peter Swanson

Stephen Heller Jr.
Stephen Heller JR

Cindy Space
Cindy Space

Russell Hotalen
Russell Hotalen